

East Union CSD East Union EA

7/1/2006 6/30/2007

EAST UNION CSD/EA

06-07

East Union
Community
Schools

*MASTER
CONTRACT*

2006 - 2007

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2006-2007

**MASTER
CONTRACT
AGREEMENT**

Between

**East Union
Education
Association**

&

**East Union
Community
School District**

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59		59
60		60

This agreement entered into this 31st day of May, 2006 by and between the East Union Community School District hereinafter referred to as the "Employer" and the East Union Education Association hereinafter referred to as the "Association". Said agreement represents the complete and final agreement between the Employer and the Association.

MASTER CONTRACT
Between
East Union Education Association
and the
East Union Community School District
for 2006-2007

1	Article I - <u>Compensation</u>	1
2		2
3	Base Salary	3
4	The 2006-07 base salary for a B.A. Degree non-experienced teacher shall be	4
5	Twenty-one thousand and fifty (\$21,050) dollars. The schedule structure is attached to	5
6	and made a part of this agreement.	6
7		7
8	Extra Duty Pay	8
9	The extra duty schedule is attached to and made a part of this agreement. All	9
10	personnel paid for extra duty shall begin at \$21,050 for the 2006-07 contract year.	10
11		11
12	Each employee will be required to work two individual events per year without	12
13	pay and will receive two complimentary activity passes. Employees who work	13
14	additional events will be paid \$15 per event.	14
15		15
16	Family Plan Health Insurance	16
17	Optional plans for payment of Family Health Insurance will be available.	17
18		18
19	Direct Deposit	19
20	Optional direct deposit of paychecks will be available.	20
21		21
22	Article II - <u>Work Year</u>	22
23		23
24	1. Regular Contract	24
25	A contract of one hundred ninety (190) days shall be issued to all employees.	25
26	The one hundred ninety (190) days shall consist of the following: one hundred eighty	26
27	(180) teaching days, six (6) inservice days and four (4) paid holidays (Labor Day,	27
28	Thanksgiving, Christmas and New Years). Employees new to the district will have a	28
29	one hundred ninety and one half (190 1/2) day contract.	29
30		30
31	2. Extended Contract	31
32	An employee working beyond the 190-day contract shall be paid that	32
33	employee's per diem rate. Summer school and extra-duty activities are excluded from	33
34	this method of calculation.	34
35		35
36	3. School Calendar	36
37	The Employer shall establish the school calendar after receiving input from the	37
38	employees and others. No Employee will be required to work on Saturday unless a	38
39	student make-up day is required. However, if the last student contact day of the school	39
40	year is Friday, the following Saturday may be used as a record keeping day.	40
41		41
42	Article III - <u>Work Load and Hours</u>	42
43		43
44	A. Work Day	44
45	The scheduled employee workday shall be seven (7) hours and forty-five (45)	45
46	minutes. In the event of dismissal for inclement weather, the employees may depart	46
47	fifteen (15) minutes after the students.	47
48		48
49	However, on Fridays, and the final day preceding a holiday or vacation, the	49
50	school day shall end fifteen (15) minutes after the close of the pupil's school day	50
51	unless assigned to bus departure related supervision duties.	51
52		52
53	There may be occasional exceptions to the workday described above (see	53
54	paragraph "D" of this Article).	54
55		55
56	An occasional early departure at the close of the work day may be granted	56
57	when requested by an employee. Such requests will be for doctor or dentist	57
58	appointments, business or other such business that can not be conducted on Saturday.	58
59	Such early departure will not be charged against business leave. Permission may be	59
60		60

1 granted by the Principal. The granting or denial of such requests shall not be grievable. 1

2
3 B. Teaching Load 3

4 A supervised student period or non-compensated extra-curricular activity during 4
5 school hours shall be considered as pupil contact time. 5
6 6

7 C. Preparation Time 7

8 Elementary employees shall have preparation time while the special teachers— 8
9 music, physical education, art, guidance and library—have their classes. Employees 9
10 teaching the special areas, as listed, will have preparation time equivalent to classroom 1
11 employees. Employees will be provided a 15 minute break on any day they are not 1
12 provided a preparation period. (Except when substituting for another teacher.) 1
13 1.

14 Secondary employees shall have one preparation period based on a seven 1
15 period, eight period, or eight block schedule, unless otherwise mutually agreed upon. 1
16 1.

17 All employees shall have the right to work with individual students during their 1
18 preparation time, if they so desire. Special education staffings, and other conferences, 1
19 may occasionally require the use of the teacher's preparation time. 1
20 2.

21 D. Extra Duty and Extra Duty Compensation 2

22 Some long term extra duties have compensation as per schedule negotiated in 2
23 this agreement. There are other duties required in the day-to-day operation of the 2
24 school program. Such duties may or may not be confined to the regular work day. All 2
25 employees are expected to share in these duties as an integral part of their contracted 2
26 job. Arrangement for serving extra-duty may be transferred between employees at their 2
27 discretion. The principal shall be notified of the transfer prior to the time of the extra 2
28 duty. The person originally assigned the extra duty shall remain responsible for the 2
29 serving of the extra duty. 2
30 3.

31 E. Covering as a Substitute 31

32 Any current teacher in the system when asked to sub for another teacher will be 32
33 compensated at the rate of \$18.00 per hour. 33
34 34

35 Article IV - Wages and Salaries 35
36 36

37 A. Schedule 37

38 The salary of each certificated employee is covered by the regular salary 38
39 schedule as set forth in the appendix, which is attached to and made a part of this 39
40 agreement. The schedule is based on one hundred eighty (180) classroom contact days, 40
41 six (6) days of inservice, and four (4) paid holidays (Labor Day, Thanksgiving, 41
42 Christmas and New Years) to make a contract of one hundred ninety (190) days. 42
43 Twelve monthly payments will be made. 43
44 44

45 B. Placement on Schedule 45

46 1. Placement 46

47 The practice of proper placement on the salary schedule according to experience 47
48 and training shall be continued. "Employees without creditable prior teaching 48
49 experience will be placed on Step 1 of the appropriate lane." 49
50 50

51 2. Credit for Experience 51

52 Credit for proper placement on the salary schedule shall be given for all 52
53 previous outside teacher experience in a duly accredited school upon initial employ- 53
54 ment. No credit shall be given for fractional years experience unless such fractional 54
55 years add up to a full year. An employee working a semester plus one day shall be 55
56 given credit for one (1) year of experience. 56
57 57

58 3. Returning to the District 58

59 Any employee with previous experience in the East Union School District shall 59
60 60

1 upon returning to the system receive full credit on the salary schedule for all outside
2 teaching experience up to ten (10) years (see B 2 of this Article).
3
4 Any employees who have not engaged in other teaching shall, upon returning to
5 the system, be restored to the next position on the salary schedule above that at which
6 they left.
7
8 C. Advancement on Salary Schedule
9 1. Increments
10 Employees on the regular salary schedule shall be granted one increment or
11 vertical step on the schedule for each year of service until the maximum of their
12 educational classification is reached. An employee will advance no more than one
13 vertical increment from one contract year to the next. Performance of at least one
14 semester plus one day will constitute one year of credit.
15
16 2. Educational Lane
17 Employees on the regular schedule, who move from one educational lane to a
18 higher educational lane shall move to the corresponding eligible step on the higher lane.
19 For an employee to advance from one educational lane to another, s/he shall file
20 suitable evidence of additional educational credit with the Superintendent no later than
21 fifteen (15) days after the beginning of the fall semester. To be eligible, such credits
22 must have prior administrative approval.
23
24 D. Method of Payment
25 1. Each employee shall be paid in twelve (12) equal installments on the 20th
26 day of each month. Employees shall receive their checks at their regular building and
27 on regular school days unless otherwise designated by the teacher.
28
29 2. When a pay date falls on or during a school holiday, vacation, or weekend,
30 employees shall receive their pay checks on the last previous working day.
31
32 3. If requested before April 15th, an employee may elect to receive their May
33 and June check on the last pay period of the in-school year.
34
35 4. Summer checks, other than for summer school teachers, shall be mailed to
36 the address designated by the employee.
37
38 5. Extra Assignment and Extended Contract
39 The salary schedule is based on the regular school calendar and teaching day as
40 practiced in the East Union System. Any employee whose assignment exceeds the
41 regular employee work year, or work day will be additionally compensated as follows:
42
43 a. for the extended work year the pay shall be a per diem rate of the
44 contracted salary.
45
46 b. for the extended work day the pay shall be pro-rated on an hourly/per
47 diem rate of the contracted salary.
48
49 New employees will work one hundred ninety and one half (190 1/2) days. The
50 one-half day will be for purposes of orientation and personnel records.
51
52 E. The District shall distribute funds received by the District pursuant to
53 House File 499, Phase I and II (Chapter 294A, Code of Iowa, 1987), to all full and
54 regular part-time teachers employed under a contract issued pursuant to Iowa Code
55 Section 279.13, in accordance with the following:
56 1. Funds received from Phase I and Phase II will be combined in a Salary
57 Supplement Fund.
58
59 2. Full-time employees holding a teaching certificate issued under Chapter
60

260, a letter of authorization, or a statement of professional recognition issued by the State Board of Education on or before July 1, 1988, shall be paid at least the minimum annual salary as provided by state law. Regular part-time employees shall receive the appropriate prorated amount. Payments under this subsection will be funded in part by the Salary Supplement Fund wherever the employee's Salary Schedule salary falls below the minimum annual salary as provided by state law. Deductions for Board contributions to IPERS and FICA for Phase I payments shall be paid from the Salary Supplement Fund.

3. Phase II payments will be made from the remainder of the Salary Supplement Fund in accordance with provisions of this article. Deductions for Board contributions to IPERS and FICA for Phase II payments shall be paid from the Salary Supplement Fund.

4. Salary Supplement Fund payments shall be distributed in accordance with the terms set forth herein, in monthly installments beginning in October with two installments being provided in August.

5. The eligibility of teachers to receive payments under this agreement and the amounts of the payments will be determined by October 15. Payments may be increased or decreased due to staff turnover, lane or step changes, or any other personnel changes affecting eligibility of employees to receive Phase I or Phase II monies from the Salary Supplement Fund. Such changes will be implemented in the August payments.

6. Where changes in Salary Supplement Fund payments must be made because of eligibility, schedule adjustments, or changes in state funding, the increases or decreases will be on a per capita basis among teachers eligible for Phase II payments. Payments shall be made in two equal payments in January and May. (Mentors)

7. The District is obligated to distribute the monies set forth in this article only to the extent that it actually received such monies from the State.

8. Employees will receive Phase II payments pursuant to Schedules I, II & III.

Article V - Dues Deduction

A. Association Responsibility

It shall be the association's responsibility to inform members of the dues check-off system and to provide members with the approved authorization cards. Initiation of the provisions of this Article shall be the responsibility of each individual employee.

B. Authorization

Any employee, who is a member of the Association, may sign and deliver to the Board Secretary an approved authorization card for payroll deductions of professional dues. Such signed cards must be delivered by the first day of the month in which deductions are to start.

C. Regular Deductions

When authorized, the Employer shall deduct one ninth (1/9) of the total dues from the regular check of the employee each month for nine (9) months, beginning in September and ending in May of each year.

D. Pro-rated Deductions

Employees who begin deductions after September shall have the total dues deductions pro-rated on the basis of the remaining months of employment through the month of May.

E. Termination

An Employee may terminate the dues check-off at any time by giving a thirty (30) day written notice to the Board Secretary.

F. Transmission of Dues

1	The Employer shall transmit to the Association in total monthly deduction of	1
2	professional dues within ten (10) school days following each regular pay period, and a	2
3	listing of the employees for whom deductions were made.	3
4		4
5	G. Employer Fee for Deduction of Association Dues	5
6	For setting up the account, deducting the dues, preparation of requested reports	6
7	and transmission of money to the Association the Employer will charge the Association	7
8	a fee of Twenty-five (25) cents per individual, per month.	8
9		9
10	H. Other Deductions	10
11	Federal income tax, state income tax, state retirement tax and social security tax	11
12	are required deductions prescribed by law. An Employee may give written authoriza-	12
13	tion of deductions for family participation in health insurance or for tax sheltered	13
14	annuities.	14
15		15
16	I. Error in Deductions	16
17	It shall be agreed that errors in computer processing are possible. Therefore,	17
18	both parties shall agree to correct any errors in payroll deductions to the mutual	18
19	satisfaction of both parties.	19
20		20
21	J. Hold Harmless Clause	21
22	The Association agrees to indemnify and hold harmless the Employer against	22
23	any and all claims, costs, suits or other forms of liability and all court costs arising out	23
24	of application of the provisions in the agreement between the parties for dues deduc-	24
25	tions.	25
26		26
27	Article VI - <u>Staff Reduction Procedures</u>	27
28		28
29	A. Coverage	29
30	All Certificated personnel	30
31		31
32	B. Reasons for reduction	32
33	When in the sole discretion of the Employer, staff reduction is necessary,	33
34	the following procedure shall be utilized.	34
35		35
36	C. Employer Action	36
37	If it becomes necessary to decrease the number of professional staff who	37
38	are covered by the continuing contract law, the Employer will place such staff members	38
39	on staff reduction leave without pay or benefits effective at the end of the current	39
40	contract year of the staff member.	40
41		41
42	D. Reduction Criteria	42
43	a. The staff member with the lowest point total as determined by the sum	43
44	of items (1) and (2) below shall be the first staff member placed upon staff reduction	44
45	leave.	45
46		46
47	1. Experience - Maximum 150 points	47
48	Five (5) points shall be awarded for each year of experience gained as a	48
49	certificated employee under contract to East Union Community Schools.	49
50		50
51	Four (4) points shall be awarded for each year of experience gained as a	51
52	certificated employee under contract to any other school district. For employees hired	52
53	from any other school district after June 30, 1994, the maximum number of points	53
54	awarded will be 20.	54
55		55
56	2. Training - Maximum 150 points	56
57	One point (to a maximum of 120) shall be awarded for each semester hour of	57
58	undergraduate credit leading to a Bachelor's Degree.	58
59		59
60	One point (to a maximum of 30) shall be awarded for such semester hour of	60

graduate credit beyond the Bachelor's Degree or the Equivalent as determined by the administration for credit.

b. Staff reduction shall be within the following categories.

1. Elementary K-5
2. Secondary 6-12
3. Specials (music, physical education, art, guidance, library, special education, talented and gifted, PreK, Title I and Success Coordinator)

It is understood that positions will be reduced not only within these broad categories but the Employer will have to consider special certification requirements for certain positions. The reduction may further be confined within a subject matter area.

E. Reassignment and Transfer

Reassignment and transfers of staff to cover positions or responsibilities opened by reduction of staff will be accomplished according to Article VII in this agreement.

F. Notice

Notice shall be given by certified mail or hand delivered with signed receipt no later than April 15th, or seven (7) days after master contract ratification, whichever is the earliest date of the school year prior to the year in which the staff reduction leave is to become effective. (Exception: In the case of a multiple-year master contract, April 15th is the notice date, beginning with year two (2) of said multiple-year agreement.)

Personnel designated by the Employer to be placed upon staff reduction leave shall file in writing, with the Board Secretary, their acceptance of such leave within ten (10) working days of receipt. If this acceptance is not received by May 1, the Employer shall provide for termination under Section 279.13 of the Code of Iowa.

G. Recall Procedure

Qualified staff members on staff reduction leave shall be reinstated in reverse order of placement on staff reduction leave wherever vacancies exist. The offer of such position by the district shall be sent by certified mail and shall be accepted or rejected within ten (10) calendar days of receipt. The staff member must be prepared to assume the position within thirty (30) calendar days after the date of acceptance. Failure on the part of the staff member to meet either of these requirements will disqualify the staff member for further recall rights.

No new teaching appointments will be made while there are staff members on staff reduction leave who are qualified for the position and who are available for reinstatement.

H. General Provisions

a. The length of time for a person to remain on staff reduction is two (2) years. At the end of the two (2) year period, if no opportunity has been found to recall the staff member, the staff member's employment shall be terminated.

b. All points in "D" above are to be figured and reported to the Association on or about September 30th of each school year. Credits earned by a staff member after the report is recorded and before January 10th must be documented and reported to the Association and Administration by the staff member concerned.

c. Any points in "D" above which may be earned while on staff reduction leave shall be added to a staff member's credit immediately after s/he is recalled. Seniority credit will be given to those placed on staff reduction for the time on the list.

d. Staff members on staff reduction leave shall be offered substitute work in areas they are qualified, provided they place their names on the substitute list.

Article VII - Reassignment and Transfer Procedures

1		1
2	Definitions	2
3	Reassignment shall be agreed to mean the changing of the subject area or grade	3
4	level of an employee covered by this agreement.	4
5		5
6	Transfer shall be agreed to mean the movement of an employee covered by this	6
7	agreement to another building.	7
8		8
9	General provisions	9
10	Assignment shall be based upon the qualification of the candidate and the	10
11	philosophy and the needs of the Employer.	11
12		12
13	Reassignment and/or transfers may be made at the initiative of the Superinten-	13
14	dent of Schools or other administrative staff members. Written requests for reassign-	14
15	ment and/or transfer made by the employee shall be considered by the Superintendent	15
16	and, if denied, a written reply stating reasons for denial shall be given. All such	16
17	reassignments and/or transfers shall be reported to the Board.	17
18		18
19	Efforts shall be made to confine non-voluntary reassignment and/or transfer to	19
20	not more than a two grade change (e.g., a 1st grade teacher reassigned from 1st grade	20
21	to Kdgn., 2nd, or 3rd.) Reassignment at the secondary level will consider qualification	21
22	and certification approval of the employee.	22
23		23
24	Special teachers may be reassigned to a regular classroom through a job	24
25	exchange basis with mutual agreement of the special teacher, classroom teacher and	25
26	administration. The administration retains final decision making. This will not affect	26
27	the right of the administration to make an involuntary reassignment.	27
28		28
29	Arbitration	29
30	Non-voluntary reassignment and/or transfers shall not be made for wholly	30
31	arbitrary and capricious reasons. Should any grievance ever be pursued to arbitration	31
32	under this section, the authority of the arbitrator shall be limited to deciding only	32
33	whether or not the reassignment and/or transfer was wholly arbitrary or capricious.	33
34	Should the arbitrator find the said reassignment to be wholly arbitrary and capricious	34
35	he shall have the power to order a remedy. Should the arbitrator find said assignment	35
36	and/or transfer to not be wholly arbitrary or capricious he shall not be empowered to	36
37	order a remedy.	37
38		38
39	Article VIII - <u>Grievance Procedure</u>	39
40		40
41	The parties agree that an orderly and expeditious resolution of grievances at the	41
42	lowest possible level is desirable. All matters of dispute that may arise between the	42
43	Employer and the employee(s) regarding expressed provisions of this agreement shall	43
44	be handled in a professional manner and adjusted in accordance with the following:	44
45		45
46	A. Definitions	46
47	Grievance	47
48	A grievance is a written claim by an employee, or group of employees that	48
49	there has been a violation, misinterpretation, or misapplication of the specific provi-	49
50	sions of this agreement.	50
51	Aggrieved person, or grievant	51
52	An "aggrieved person" or grievant is the person(s) making the written claim.	52
53	Party in Interest	53
54	A "party in interest" is the person(s) against whom an action might be taken in	54
55	order to resolve the complaint.	55
56	B. Purpose	56
57	The purpose of this procedure is to secure, at the lowest possible level equitable	57
58	solution to the grievance. Both parties agree that proceedings will be kept as informal	58
59	and confidential as may be appropriate at any level of the procedure.	59
60	C. Procedures	60

1. Time limits
The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

2. Level One - Principal (Informal)
An Attempt shall be made to resolve any alleged grievance by an informal verbal discussion between complainant and his building principal. This should be done within three (3) working days of the grievant's first awareness of the alleged grievance.

3. Level Two - Principal (Formal)
If, after the informal discussion with the principal, a level one settlement is not reached, the aggrieved person may invoke the formal grievance procedure. The grievance forms, as attached to this agreement, shall be available from the Association representative in each building and said form shall be signed by the grievant. A copy of the grievance form shall be delivered to the appropriate principal within five (5) working days from the date of the occurrence of the event giving rise to the alleged grievance. If the grievance involves more than one building principal it may be filed with the Superintendent or his designee for Level Two handling.

The grievant shall file the alleged grievance in writing and a mutually agreeable time, discuss the matter with the building principal. The written alleged grievance shall state the following:

1. Nature of the alleged grievance.
2. Shall note the specific article(s) of this agreement alleged to be violated, misinterpreted, or misapplied.
3. Shall indicate the date of this alleged grievance and the facts giving rise to the filing of this alleged grievance.
4. Shall indicate the relief of the alleged grievance which is being sought.

The building principal shall make a decision on the grievance and communicate it in writing to the grievant, the Association, and the Superintendent within five (5) working days after receipt of the formal grievance. If requested by the grievant, a designated representative of the Association may also be present. The principal may also have a designee present.

4. Level Three - Superintendent
In the event that an alleged grievance has not been satisfactorily resolved at the second level, the grievant may file, within five (5) working days of the principal's written decision at the second level, a copy of the alleged grievance with the Superintendent. The Superintendent shall meet with the grievant within five (5) working days of receipt of the grievance. If requested by the grievant, a designated representative of the Association may be present. The Superintendent may also have a designee present. Within ten (10) working days of receipt of the grievance the Superintendent or his designee shall indicate his decision on the grievance in writing and shall furnish a copy thereof to the grievant, the Board President and the Association.

5. Level Four - Arbitration
If the grievant is not satisfied with the disposition of the grievance by the Superintendent, the grievant and the Association shall meet within five (5) work days after receipt of the Superintendent's decision on the grievance to discuss the merits of submitting the grievance to arbitration. If the Association determines the grievance is meritorious, the Association may submit the grievance to arbitration within five (5) working days after receipt of the Superintendent's decision.

Within ten (10) work days after written notice to the Employer, of submission to arbitration, the Employer designee and the Association representative shall attempt to agree upon a mutually acceptable arbitrator and obtain commitment for his services. If the parties are unable to secure the committed services of an acceptable arbitrator, then a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of three arbitrators and the parties shall

1 determine by lot which party shall have the right to remove the first name from the list. 1
2 The party having the right to remove the first name shall do so within two (2) work 2
3 days, and the other party shall have one (1) additional work day to remove one of the 3
4 two remaining names. The person whose name remains shall be the arbitrator. 4
5
6 The arbitrator so selected shall confer with the representatives of the Employer 6
7 and the Association and hold hearings promptly and shall issue his decision not later 7
8 than fifteen (15) school days from the date of the close of the hearings, or if oral 8
9 hearings have been waived, then from the date of the final statements and proofs on the 9
10 issues are submitted to him. The decision shall be in writing and shall set forth his 10
11 finds of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his 11
12 decision, shall not amend, modify, nullify, ignore or add to the provisions of the 12
13 agreement. The authority of the arbitrator shall be strictly limited to deciding only the 13
14 issue(s) presented to him in writing by the Employer and the Association in a joint 14
15 statement or separate statements, jointly submitted, and the decision of the arbitrator 15
16 must be based solely and only upon his interpretation of the meaning or application of 16
17 the express relevant language of the agreement. The arbitrator shall act as the servant 17
18 of the parties and his decision shall be binding. 18
19
20 D. Responsibilities 20
21 The failure of an employee covered by this agreement, in the event of an appeal 21
22 to these grievance procedures to act on such alleged grievances within the prescribed 22
23 time limits shall act as a bar to any further appeal and an administrator's failure to give 23
24 a decision within the time limits shall permit the grievant to proceed to the next level. 24
25
26 It is agreed that any investigations or other handling or the processing of any 26
27 alleged grievance by the grieving employee(s) covered by this agreement, shall be 27
28 conducted so as to result in no interference with or interruption whatsoever of the 28
29 instructional program and related work activities of the grieving employee(s), or any 29
30 other employee(s). 30
31
32 If any employee(s) or the Association, first, files any claims of complaint in 32
33 any court, then the employee(s) or the association shall waive the right to use these 33
34 grievance procedures. 34
35
36 E. Year-end Grievances 36
37 In the event that a grievance is filed at such time that it cannot be processed 37
38 through the grievance procedure by the end of the school year, mutual agreement shall 38
39 be made in regard to time limits to exhaust the grievance procedure prior to the school 39
40 year, or within a maximum of twenty-five (25) calendar days thereafter. 40
41
42 F. Expenses 42
43 Any costs of expenses incurred in the processes of this grievance procedure 43
44 from and including Level One (1) through Level Three (3) shall be the responsibility of 44
45 the party so incurring such costs and expenses. Expenses incurred in the Fourth Level 45
46 (4), binding arbitration, of these procedures shall be equally shared. 46
47
48 G. Meetings and Hearings 48
49 All meetings and hearings under this procedure shall be conducted in private 49
50 and shall include only those for whom provisions have been made in this article. 50
51
52
53 H. Separate Grievance File 53
54 All documents, communications, and records dealing with the processing of a 54
55 grievance shall be filed in a separate grievance file and shall not be kept in the 55
56 personnel file of any of the participants. 56
57
58 Article IX - Employee Evaluation 58
59
60 The administrative staff shall conduct summative evaluations of the profes- 60

sional services of the certified personnel at least once every three (3) years. New and probationary licensed employees will be evaluated at least twice each year, one of which will be completed during the first semester. Summative evaluations will not be scheduled within the first or last two weeks of the school year or two days prior or winter or spring break. The written, summative evaluation report must be reviewed with the employee in a timely manner.

Article X - Insurance

The Employer shall maintain, for all full-time employees covered under this Contract, a group health and accident insurance program comparable in benefits as maintained during the previous school year and pay a maximum of \$335.00 per month. If for reasons of economy, or the present carrier's non-cooperation causing the Employer to consider changing the carrier, the Association and Employee input would be secured before carrier replacement is made.

The Employer shall maintain, for all full-time employees covered under this Contract, a long-term disability insurance program comparable in benefits as maintained during the previous school year. Eligibility for payment of long-term disability claims is determined by the carrier.

The Employer shall maintain, for all full-time employees covered under this Contract, a \$20,000 term life insurance policy not to exceed a cost of \$48 per year, per individual.

In addition, the employer shall maintain, for all employees covered under this contract who teach half/time or over, the three insurance coverages listed in this article in proportion to the percentage of teaching time of the employee.

Eligibility of staff members placed on staff reduction leave to participate in any of the listed insurance fringe benefits by their payment of premium costs is subject to the acceptance and approval by the carriers.

Article XI - Sick Leave

The Employer will grant sick leave to the Employees for medically related disability (Code of Iowa; Chapter 279.40) in the following amounts:

1. The 1st year of employment - 10 workdays
2. The 2nd year of employment - 11 workdays
3. The 3rd year of employment - 12 workdays
4. The 4th year of employment - 13 workdays
5. The 5th year of employment - 14 workdays
6. The 6th year and subsequent years of employment - 15 workdays

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a maximum of ninety (90) days. When an employee does not complete a full year of employment, leave will be pro-rated for that year. Sick leave credit for a year will not start unless the Employee starts the year. Employees will be credited with their yearly allotment of sick leave at the beginning of each year. Utilization of sick leave shall be charged against the current allotment of sick leave.

The Employer shall have the right, in each absence, to require such reasonable evidence that the Employer deems necessary to substantiate the need for the absence. It shall be the Employee's responsibility to notify the Employer at the earliest reasonable time possible so as to allow adequate time to secure a substitute. One hour before school starts is not considered adequate.

No employee shall receive more than a full days' pay, per day, when granted

sick leave. An employee absent more than their present cumulative sick leave credit may be placed on a leave of absence without pay status. When the individual wishes to return to work, the Board may require a medical examination by a doctor of the Board's choosing, before the individual returns to duty. The doctor must certify the individual's physical and/or mental abilities before the individual returns to duty.

Article XII - Other Types of Leave

Bereavement Leave/Family Leave

In the case of death or illness, up to a total of six (6) days each year, with full pay, will be granted. Bereavement leave includes the following: father, mother, father-in-law, mother-in-law, spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild. Family leave, for illness, includes the following: father, mother, father-in-law, mother-in-law, spouse, son, daughter, brother or sister. At the district's discretion, verification may be required. Leave request forms must be filed for payroll purposes.

Business and/or Personal Leave

Teachers may request up to three (3) days for business and/or personal reasons with no loss of pay.

Business leave is to transact business that cannot be postponed or conducted on Saturday. Requests to participate in actual remunerative business activities will not knowingly be granted. The leave request forms and approval of request will be obtained from the principal. The forms may be filed before or after the leave, however, the principal must be informed of the needed absence at the earliest possible time to secure a certificated substitute.

Leave will not be granted on days immediately preceding or following scheduled holidays, opening school week, closing school week, examination days, inservice or other contract work days, or report card days unless approved by the Superintendent or his designee.

Leave shall not accumulate and under no combination of circumstance shall exceed two (2) days per year.

Association Leave

Two days' leave shall be granted for an association member to attend the delegate assembly. The Association shall pay the cost of a substitute.

Other Paid Leave

Two days, with full pay, may be used for the death and/or serious illness of other relatives or close friends, or for some serious emergency which may occur affecting the employee. The use of the two days is subject to the approval of the Employer. Request forms and approval will be obtained through the Principal. The leave shall not accumulate, shall be charged against the employee's accumulated sick leave, if for illness, and under no combination of circumstances shall exceed two days per year.

Professional Leave

One professional day will be permitted per year. Up to \$150 per day for expenses will be covered by the district to include registration, mileage, and meals. The employee may be given the option to pay the difference between the actual expenses and the amount covered by the district. If the professional leave day falls on a non school day, the amount allowed for the day may be increased \$50. Professional leave days shall have administrative approval; approval or non approval shall not be grievable. Administration may assign additional professional days.

Leave Without Pay

Circumstances may develop for an employee that would seem to call for absences that do not fit into any category covered by this agreement. Leave, without

1	pay, may be requested from and granted by the Superintendent. Approval or non-	1
2	approval shall not be grievable.	2
3		3
4	Article XIII - <u>Health</u>	4
5		5
6	Physical examinations shall be required of all certified personnel covered by this	6
7	Master Contract Agreement upon their initial appointment. The district will pay the full	7
8	cost of the required physical if it is performed at the clinic designated by the Board. If	8
9	the required physical is performed at another facility, the district will reimburse the	9
10	employee, upon submission of a bill, up to the amount contracted with the designated	10
11	clinic or \$20 whichever is greater.	11
12		12
13	Forms for examination shall be provided by the Employer.	13
14		14
15	When a physical examination has been completed, the completed form must be	15
16	returned to the office of the Superintendent of Schools.	16
17		17
18	Personnel whose medical well-being may be in doubt to satisfactorily perform	18
19	assigned duties may be requested by the Employer to submit themselves for a medical	19
20	examination by a physician designated by the Employer.	20
21		21
22	Article XIV - <u>Safety</u>	22
23		23
24	Use of Reasonable Force	24
25	An employee may, within the scope of his employment, use and apply a	25
26	reasonable force necessary to quell a disturbance that threatens physical injury to pupil	26
27	or teacher. The employee shall file a written report of such action, with the principal or	27
28	his designee, before leaving the building.	28
29		29
30	Reporting Assaults	30
31	Employees shall immediately report cases of assault suffered by them in	31
32	connection with their employment to their building principal, or his/her designee. A	32
33	written report shall be filed that day. Involvement of legal authorities is dependent on	33
34	the merits of the case and the feeling of the employee.	34
35		35
36	General Safety	36
37	The Employer is committed to meeting the current standards in employee	37
38	safety and health in keeping with the requirements of the Occupational Safety and	38
39	Health Act of 1970.	39
40		40
41	It is the objective of the Employer to assure, so far as possible, that every	41
42	employee has a safe and healthful place in which to work. It is also the intent of the	42
43	Employer to help each employee recognize their responsibilities to safe employment	43
44	and require that they adhere to those responsibilities.	44
45		45
46		46
47	A safety Advisory Committee, consisting of one unit employee each building plus an	47
48	equal number of Employer representatives, will be established. The Employer will	48
49	periodically schedule meetings to receive suggestions and recommendations for	49
50	consideration in keeping with the objectives stated above in paragraph two of general	50
51	safety.	51
52		52
53	Article XV - <u>Printing Agreement</u>	53
54		54
55	All costs which are incurred in the preparation for printing, the printing process,	55
56	and the distribution process shall be equally shared by both parties to this agreement.	56
57	There will be copies of this printed agreement delivered to the President of the	57
58	Association in sufficient number so that the Association may distribute one (1) copy to	58
59	each employee who is covered by this agreement.	59
60		60

1 Article XVI - Finality of Agreement

2
3 This agreement supersedes all previous agreements between the Employer and
4 the Association or any employee, unless expressly stated to the contrary herein and
5 constitutes the entire agreement between the parties, and concludes collective bargain-
6 ing for its terms.

7
8 Duration Period and Signature Clause

9
10 This agreement shall be effective for the 2006-07 school year, such being in
11 force beginning on July 1, 2006 and ending on June 30, 2007 Salaries negotiated for
12 the 2006-2007 Master Contract shall not change the calculated salary for any job or
13 duty started under the 2005-06 Contract and not yet finished.

14
15 Signature Clause

16
17 In witness hereof, the parties hereto have caused this agreement to be signed by
18 the respected presidents, on or before the 31st day of May, 2006

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49 For the East Union Education Association:

For the East Union Community
School Board of Education:

50
51
52
53 By _____

By _____

54
55 Gail Thatcher, President

Mike Rollings, President

EAST UNION COMMUNITY SCHOOL DISTRICT

Schedule I

2006-2007

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
0	21,050	21,710	22,375	23,050
1	21,695	22,370	23,040	22,725
2	22,340	23,030	23,705	24,400
3	22,985	23,690	24,370	25,075
4	23,630	24,350	25,035	25,750
5	24,275	25,010	25,700	26,425
6	24,920	25,670	26,365	27,100
7	25,565	26,330	27,030	27,775
8	26,210	26,990	27,695	28,450
9	26,855	27,650	28,360	29,125
10	27,500	28,310	29,025	29,800
11	28,145	28,970	29,690	30,475
12	28,790	29,630	30,355	31,150
13	29,435	30,290	31,020	31,825
14	30,080	30,950	31,685	32,500
15	30,725	31,610	32,350	33,175
16		32,270	33,015	33,850
17			33,680	34,525
18			34,345	35,200
19				
20				
21	31,891	33,451		
22				
23			35,531	36,396
24				

EAST UNION COMMUNITY SCHOOL DISTRICT

Schedule II

2006-2007

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
0	3,600	2,940	4,020	3,355
1	2,955	2,280	3,355	3,355
2	2,310	3,355	3,355	3,355
3	3,355	3,355	3,355	3,355
4	3,355	3,355	3,355	3,355
5	3,355	3,355	3,355	3,355
6	3,355	3,355	3,355	3,355
7	3,355	3,355	3,355	3,355
8	3,355	3,355	3,355	3,355
9	3,355	3,355	3,355	3,355
10	3,355	3,355	3,355	3,355
11	3,355	3,355	3,355	3,355
12	3,355	3,355	3,940	3,515
13	3,355	3,355	3,355	2,930
14	3,355	3,390	2,930	2,470
15	3,355	3,390	2,930	2,470
16	2,000	2,930	2,470	2,010
17		2,000	2,010	1,550
18			1,550	1,475
19			2,000	2,000
20				
21				
22				
23				

EAST UNION COMMUNITY SCHOOL DISTRICT

Schedule III

2006-2007

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
0	24,650	24,650	26,395	26,405
1	24,650	24,650	26,395	27,080
2	24,650	26,385	27,060	27,755
3	26,340	27,045	27,725	28,430
4	26,985	27,705	28,390	29,105
5	27,630	28,365	29,055	29,780
6	28,275	29,025	29,720	30,455
7	28,920	29,685	30,385	31,130
8	29,565	30,345	31,050	31,805
9	30,210	31,005	31,715	32,480
10	30,855	31,665	32,380	33,155
11	31,500	32,325	33,045	33,830
12	32,145	32,985	34,295	34,665
13	32,790	33,645	34,375	34,755
14	33,435	34,340	34,615	34,970
15	34,080	35,000	35,280	35,645
16	32,725	35,200	35,485	35,860
17		34,270	35,690	36,075
18			35,985	36,675
19			36,345	37,200
20				
21	33,891	35,451		
22				
23			37,531	38,396

Extra Duty Schedule
2006-2007

Percent of \$21,050

12%	Head Baseball, Basketball, Football, Softball, Volleyball and Wrestling
10%	Secondary Vocal
10%	Secondary Instrumental
9%	Assistant Baseball, Basketball, Football, Summer Softball, Volleyball, Wrestling; Head Track
8%	Drama (Two Events)
6%	Head Cross Country; Golf; Newspaper/Annual; Combined Jr. and Sr. High Cheerleading; FFA; FCCLA; Student Council/NHS
5%	Jr. High Basketball, Football, Softball, Baseball, Track, Volleyball, Wrestling; Speech
4%	Senior Class Sponsor; Junior Class Sponsor
2%	Science Club
1%	Teaching ICN Year Long Class
1%	General Music - Possible K-8 Vocal
1%	General Music - Possible K-8 Instrumental
1%	Learning Team
1%	Lead Team

Coaching/Bus Drivers The Employer shall pay all Coaching/Bus Drivers \$35 and/or \$40 per trip in accordance with the distance traveled.

Summer Band

1. A minimum of 20 students in the program.
2. \$32 per student (up to 40 students).
3. \$35 per student (41 students and above).
4. Maximum amount (12% of base).
5. Each student will be provided a minimum of six-30 minute lessons.

<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>	<u>5th year</u>
12%	+\$50	+\$50	+\$50	+\$50
10%	40	40	40	40
9%	35	35	35	35
8%	30	30	30	30
6%	20	20	20	20
5%	15	15	15	15